

SOS Tech

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

CONTRACT VENDOR(S)

* PRICE AGREEMENT *
*****(1)-5303388 303-694-4310
SOS TECHNOLOGIES
STEWART OXYGEN SVC INC
6456 S. QUEBEC ST. STE. 25
ENGLEWOOD CO 80111-0000RENTAL OF PORTABLE OXYGEN
INHALATORSP.A. NUMBER: 60-665-02-07143
COMMODITY 10204
CODE(S):

TAX-ID NUMBER:

BUYER: ELIZABETH OLONA *EEO*
(505) 476-3056SEALED BID OPENING * FORMAL
STATE PURCHASING AGENT'S OFFICE
DATE: 02/28/06
*****PAYMENT TERMS: NET 30
FOB: DESTINATION
DELIVERY: SAME DAYSHIP TO:
NM DOH/PHD D I HEALTH OFFICE
1111 STANFORD DR NE
PO BOX 25846
ALBUQUERQUE NM 87106-0000THIS PRICE AGREEMENT IS MADE SUBJECT INVOICE/BILL TO:
TO THE TERMS AND CONDITIONS SHOWN SAME AS "SHIP TO" ADDRESS
ON THE REVERSE SIDE OF THIS PAGE
AND PAGE 2.

00000-0000

THE TERM OF THIS PRICE AGREEMENT SHALL BE MAY 09, 2006 THRU MAY 08, 2007.

CONTACT PERSON FOR DELIVERY INSTRUCTIONS OF ITEM(S) ON THIS
PRICE AGREEMENT: MONICA L. PINO, 505-841-4114

ACCEPTED FOR THE STATE OF NEW MEXICO

Elizabeth L. Olona, Executive Procurement Officer
NEW MEXICO STATE PURCHASING AGENT

DATE: 03/21/06

PURCHASING DIVISION
JOSEPH MONTOYA BLDG, RM. 2016
1100 ST. FRANCIS DR. 87505
P.O. BOX 26110
SANTA FE, NEW MEXICO 87502-0110

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and Invoicing:**
 - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-collusion:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. **All bid items are to be NEW and of most current production, unless otherwise specified.**
16. **Payment for purchases:** Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **Arbitration:** Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

GSD/PD 002-A6 (Rev. 12/91)

DEPARTMENT
PRICE AGREEMENT

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ARTICLE I - STATEMENT OF WORK

Under the terms and conditions of this Price Agreement the using agency may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The item and/or services to be ordered shall be as listed under ARTICLE IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied, by either the New Mexico State Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement. The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

ARTICLE II - TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications

ARTICLE III - SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under ARTICLE IX - Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), numbers(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV - SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II - TERM. The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V - TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of Termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

ARTICLE VI - AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM state Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

ARTICLE VII - ISSUANCE OF ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize form SPD-001A or forms adapted by them for their own use.

ARTICLE VIII - PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX - PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached, ARE FIRM.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
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ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * AND DESCRIPTION * PRICE * VENDOR

ESTABLISH A PRICE AGREEMENT FOR RENTAL OF OXYGEN
INHALATORS FOR THE NM DOH/PHD D-1 HEALTH OFFICE,
ALBUQUERQUE, NM.

M001

THE TERM OF THIS AGREEMENT SHALL BE FOR ONE (1) YEAR FROM
DATE OF AWARD WITH THE OPTION TO EXTEND FOR A PERIOD (S) OF
THREE (3) ADDITIONAL YEARS, ON A YEAR-BY-YEAR BASIS, BY
MUTUAL AGREEMENT OF ALL PARTIES AND APPROVAL OF THE NEW
MEXICO STATE PURCHASING DIRECTOR AT THE SAME PRICE, TERMS
AND CONDITIONS. THIS AGREEMENT SHALL NOT EXCEED FOUR (4)
YEARS.

PRICE SHALL NOT INCLUDE STATE GROSS RECEIPTS TAX
OR LOCAL OPTION TAX(ES). SUCH TAX OR TAXES SHALL
BE ADDED AT TIME OF INVOICING AT CURRENT RATE,
AND SHOWN AS A SEPARATE ITEM TO BE PAID BY USER.

M002

1. 480 CUBIC LITER CYLINDER.
2. 6 FOOT NON-KINKABLE TUBING.
3. RESUSI-MASK WITH ONE WAY VALVE ALLOWING FOR OXYGEN
ENHANCED RESUSCITATION.
4. CONTENT GUAGE.
5. 6 LITER PER MINUTE OXYGEN FLOW FOR ENTIRE DURATION OF
RUNNING TIME OF INHALATOR.
6. SHOCK RESISTANT CASE TO PROTECT BOTH THE CYLINDER &
REGULATOR.
7. AVAILABLE 24 HOURS A DAY ANSWERING SERVICE.
8. SEMI-ANNUAL ON-SITE MAINTENANCE. IF INHALATOR IS
DAMAGED, USED OR NOT CLEAN, UNIT WILL BE REPLACED AT NO
CHARGE. ANY CYLINDER WITH LESS THAN ONE HOUR OF OXYGEN
RUNNING TIME WILL BE REPLACED.
9. ALL PARTS UNCONDITIONALLY GUARANTEED FOR LIFE, REPLACED
AT NO CHARGE AS NEEDED DURING TWICE-A-YEAR PREVENTIVE
MAINTENANCE SERVICE PROGRAM.
10. EMERGENCY OXYGEN REFILLS ANYWHERE IN NM TO BE PROVIDED
WITHIN 2 BUSINESS DAYS AT NO CHARGE.
11. ON PREMISE SERVICING DONE BY TRAINED PERSONNEL USING
INSTRUMENTS SPECIFICALLY DESIGNATED TO TEST OXYGEN
EQUIPMENT.
12. OXYGEN INHALATOR IS CONSTANTLY UPDATED MEDICALLY AND
MECHANICALLY TO THE CURRENT GOVERNMENTAL SPECIFICATIONS
13. CYLINDER HYDROSTATICALLY TESTED PERIODICALLY TO MEET
ALL HAZARDOUS MATERIALS REGULATIONS. OXYGEN EXPIRATION
DATING COMPLIED WITHIN ACCORDANCE WITH GOVERNMENT
REGULATIONS.
14. U.S.P. OXYGEN MONITORED DURING CYLINDER REFILLINGS LOT

M003

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ITEM *APPROX* UNIT * ARTICLE * UNIT * CONTRACT
* QTY * * AND DESCRIPTION * PRICE * VENDOR

NUMBERS WITH ANALYSIS LOGGED FOR GOVERNMENTAL CERTIFI-
CATION.

15. CONTINUOUS SUPPLY OF BULLETIN BOARD "FIRST AID POSTERS"
AND "LOCATION CARDS" TO THE APPROPRIATE DEPARTMENT
DIRECTOR.
16. AN ORIENTATION AT EACH HEALTH SERVICE OFFICE WILL BE
MADE AVAILABLE UPON REQUEST ON AT LEAST AN ANNUAL BASIS
IN THE USE OF ALL ITS PARTS.

VENDOR WILL GUARANTEE RATES TO AGENCIES AS LONG AS SERVICE
IS UNINTERRUPTED.

TO BE USED BY ALL ELEMENTS OF THE DEPARTMENT OF HEALTH.

0001 MO PRICE PER UNIT, PER MONTH
\$

22.000000 (1)

**** 1 ITEM(S), 1 AWARDED